

EXHIBIT H

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE MICROSOFT CORP.
ANTITRUST LITIGATION.

MDL Docket No. 1332

Hon. J. Frederick Motz

This Document relates to:

Burst.com, Inc. v.
Microsoft Corp.,

Civil Action No C-02-2930
(N.D. Cal.)

**PLAINTIFF BURST'S SECOND SEPARATE REQUEST
TO DEFENDANT MICROSOFT FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Local Rule 104, Burst.com, Inc. ("Burst"), hereby requests that defendant Microsoft Corporation ("Microsoft") respond to this request within the time prescribed by the Federal Rules of Civil Procedure, and produce the following documents for inspection and copying on October 14, 2002, beginning at 9:00 a.m., and continuing from day to day thereafter, until completed, at the offices of Hosie, Frost, Large & McArthur, One Market, Spear Street Tower, 22nd Floor, San Francisco, CA 94105, or at such time and place as may be agreed upon by counsel for both Burst and Microsoft. Paper documents should be produced for inspection and copying, or in an electronic format agreed upon by the parties. Microsoft should produce documents that it maintains electronically in the ordinary course of its business in an electronic format that is agreed upon by the parties.

Burst, Be Incorporated, Netscape Communications Corp., and Sun Microsystems, Inc., are contemporaneously serving Microsoft with joint requests for production of documents. The

3. *Document:* The terms "document" and "documents" are defined to be synonymous in meaning and equal in scope to the usage of the term "documents" in Fed. R. Civ. P. 34(a) and include(s) the term "writing." Unless the producing party demonstrates undue burden or other grounds sufficient to meet the requirements of Fed. R. Civ. P. 26(c), electronic mail is included within the definition of the term "document." The terms "writings", "recordings", and "photographs" are defined to be synonymous in meaning and equal in scope to the usage of those terms in Fed. R. Evid. 1001. A draft or non-identical copy is a separate document within the meaning of the term "document".

4. *Person:* The term "person" is defined as any natural person or any business, legal or governmental entity, or association.

5. *You/Your:* The terms "you" or "your" include Microsoft (as defined below), and all of its agents, representatives and attorneys.

6. The present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular. "All" means "any and all": "any" means "any and all." "Including" means "including but not limited to." "And" and "or" encompass both "and" and "or." Words in the masculine, feminine or neuter form shall include each of the other genders.

7. If the requested documents are maintained in a file, the file folder is included in the request for production of those documents.

Supplemental Definitions

Accused Software Products: The term "Accused Software Products" means Microsoft's Windows Media 9 Series (including the Windows .NET Server, Windows Media 9 Series in Windows .NET Server, the Windows Media Services 9 Series, the Windows Media Player 9

Series, the Windows Media Encoder 9 Series, the Windows Media Audio and Video 9 Series, and the Windows Media 9 Series SDK) when used alone and/or in combination with other software.

Browser Product: The term "Browser Product" means software other than an Internet Explorer Product that enables a user to locate and view HTML documents and access files and software related to those documents, including software that enables users to view or browse documents on the World Wide Web or to access other content on the Internet or on a corporate intranet. "Browser Product" includes all versions or releases of software products licensed or otherwise distributed under the names "Netscape", "Netscape Navigator", Netscape Communicator", "Mozilla", "Mosaic", Spyglass", "Spry", "Booklink", "Lynx", "NetPositive", and "Opera".

Burst: The term "Burst" means Burst.com. Inc., Instant Video Technologies, Inc., Explore Technologies, Inc., subsidiaries and affiliated entities; the officers, directors, employees, agents, financial advisors, attorneys, representatives, predecessors, successors, or assigns of each such entity, and of Burst; and any person acting on behalf of any of the foregoing.

Computer networks: The term "Computer networks" means hardware and software data communication systems tying together multiple computers utilizing Internet Protocol as the predominant language of communication.

Intel: The term "Intel" means Intel Corp., subsidiaries and affiliated entities; the officers, directors, employees, agents, financial advisors, attorneys, representatives, predecessors, successors, or assigns of each such entity, and of Intel; and any person acting on behalf of any of the foregoing.

Internet Explorer Product: The term "Internet Explorer Product" means any version or

without limitation, license agreements, sales agreements, advertising agreements, customization agreements, professional services agreements, support agreements, maintenance agreements, joint development agreements, and any correspondence relating to any of the foregoing.

DATED: September 13, 2002.

SPENCER HOSIE (Ca Bar # 101777)
BRUCE J. WECKER (Ca Bar # 078530)
HOSIE, FROST, LARGE & McARTHUR
One Market, Spear Street Tower, 22nd Floor
San Francisco, CA 94105
Telephone: 415-247-6000

ROBERT YORIO (Ca Bar # 93178))
MARY A. WIGGINS (Ca Bar # 191687)
CARR & FERRELL, LLP
2225 East Bayshore Road, Suite 200
Palo Alto, CA 94303
Telephone: 650-812-3400

JAMES L. MILLER (Ca Bar # 71958)
DIANE S. RICE (Ca Bar #118303)
BROBECK, PHLEGER & HARRISON,
LLP
Spear Street Tower
One Market Plaza
San Francisco, CA 94105
Telephone: (415) 442-0900

By 
Spencer Hosie

Attorneys for Plaintiff Burst.com, Inc.